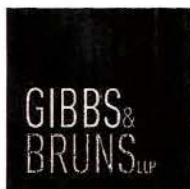


# **EXHIBIT 2**



Aundrea K. Gulley  
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713.751.5258

May 4, 1025

*Via Email and Certified Mail Return Receipt Requested*

Guy R. Friddell III  
Executive Vice President and General Counsel  
Dominion Enterprises  
510 Heron Drive, Suite 208  
Swedesboro, New Jersey 08085  
[rusty.friddell@dominionenterprises.com](mailto:rusty.friddell@dominionenterprises.com)

RE: SelectQu / Dominion Enterprises Unauthorized Access to Reynolds-brand DMS

Dear Mr. Friddell:

I write on behalf of my client The Reynolds and Reynolds Company ("Reynolds") regarding SelectQu's apparent selling of access to Reynolds' proprietary DMS systems. Our review of SelectQu's public website reveals that SelectQu sells access and integration to two DMS providers' DMS including Reynolds'. (See SelectQu Product Information / "What-is-SelectQu," <http://selectqu.com/documents>, describing SelectQu as "Data Transfer from ADP & Reynolds&Reynolds"). SelectQu promises as a primary feature of its product that: "Anything can be downloaded from the DMS, including Financial Statements." (<http://selectqu.com/faqs>). SelectQu claims that it operates "behind the scenes" and "look(s) for information to either get or send to the dealer's management system (DMS)." *Id.* In light of SelectQu's brazen claims of its ability to sell unfettered access to Reynolds' proprietary DMS, Reynolds wants to ensure that its position regarding SelectQu's unauthorized access to its DMS is perfectly clear.

As you likely already know—but we are in any event putting you on notice of here—the kind of unauthorized system access that SelectQu encourages in its marketing material is contrary to Reynolds' security policies, may compromise the operational integrity of Reynolds' system and violates the agreements that Reynolds enters into with its dealership customers.

More specifically, but by way of example only, Reynolds dealership customers agree as part of their contracts with Reynolds to "keep confidential the Licensed Matter . . . and shall not copy, reproduce, distribute, or in any way disseminate or allow access to or by third parties." Accordingly, any knowing attempt by SelectQu to induce Reynolds dealers to allow such third party access—which is confirmed beyond question in SelectQu's public marketing materials

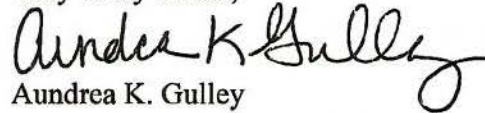
May 4, 2015  
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referenced above—gives rise to liability on the part of SelectQu for, among other things, tortious interference with contracts.<sup>1</sup>

Reynolds has and will continue to take action to protect the operational integrity and security of its systems as well as enforce its contracts. However, in order to avoid a dispute and minimize the disruption of application services to its dealers, Reynolds is open to having a dialogue with you regarding an orderly wind down of the unauthorized DMS access sought and encouraged by SelectQu. Barring such an agreement, however, Reynolds must insist that you immediately cease and desist from accessing Reynolds' proprietary software and hardware without the proper license and authorization to do so, and Reynolds reserves all of its legal rights with respect to these issues.

Please call me to discuss an orderly wind down of unauthorized DMS access at your earliest convenience.

Very Truly Yours,



Aundrea K. Gulley

akg/tld.enc.

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<sup>1</sup> The attached two publicly filed documents from a federal court case in the United States District Court for the Southern District of Ohio in 2013 make this point clear. The first document is an order from the Court that summarized and took judicial notice of various third party access related excerpts from Reynolds' standard dealer agreement (which is the same form agreement that is used today); and the second is the contract excerpts themselves. Note that in the Court's order, which dismissed various claims asserted against Reynolds by another third party that was attempting the same type of access as SelectQu, the Court specifically found that: *"Reynolds' auto-dealership customers agree to certain prohibitions on integration of third party applications when the customers license Reynolds' ERA. ... When they sign up for ERA, customers typically agree to prohibitions on connecting third party applications to ERA. The customers also agree to prohibitions on allowing third-party integrators that are not licensed by Reynolds... to interface with ERA."* In short, Reynolds customers agree in their contracts not to allow third party access like that solicited by SelectQu. SelectQu's actions are an attempt to induce those customers to breach their contracts with Reynolds.